This indenture made December $\frac{\Im I}{2}$, 1993, grants the easement described below:

Hirshfield's, Inc., a Minnesota corporation ("Grantor"), owner of land described on Exhibit A attached hereto, for valuable consideration, hereby grants, bargains, sells, and conveys to Cafe Di Napoli, Inc., a Minnesota corporation ("Grantec"), the owner of land legally described on Exhibit B attached hereto, the following:

An easement for ingress and egress and access to Grantee's property to and from Ninth Street, over, upon and across that portion of Grantor's property described as follows (the "Easement Area"): Commencing at a point in the extension of the dividing line between Lots 8 and 9 in Block 6, Wells, Sampson & (A) Bell's Addition to Minneapolis, distant 108 feet Northwesterly, measured along said dividing line and same extended, from its point of intersection with the Northwesterly line of Henne, . Avenue; thence Northwesterly 8 feet along said dividing line between Lots 8 and 9; thence Southwesterly parallel with the Northwesterly line of Hennepin Avenue, 8 feet to an intersection with a line drawn parallel with and 19.68 feet North of the South line of Lot 5 in Block 6, Hoag & Bell's Addition to Minneapolis: thence Westerly parallel with the South line of said Lot 5 a distance of 85.7 feet more or less to the Easterly line of Ninth Street; thence South along the Easterly line of Ninth Street 19.68 feet to the Southwest c rner of said Lot 5, Block 6, Hoag & Bell's Addition to Minneapolis; thence East along the South line of said Lot 5 to its intersection with the dividing line between Lc+s 7 and 8 in Block 6, Wells, Sampson & Beil's Addition to Minneapolis; thence Southeasterly along said dividing line 22.65 feet; thence Northeasterly parallel with said No: chwesterly line of Hennepin Avenue a distance of 50 feet more or less to the point of beginning.

Said easement is for the benefit of and appurtenant to Grantee's real property legally described on Exhibit B, or any portion of such property, the owners, tenants, subtenants and

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occupants thereof, and their respective employees, customers, agents and invitees. Said easement shall run with the land and shall be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns to the extent such easement benefits or burdens the respective properties. The easement shall be perpetual, subject to Grantor's right of termination as set out below.

This instrument grants an easement only for ingress and egress and access, and Grantor does not hereby grant any rights for vehicular parking upon the Easement Area.

Grantor may at any time designate and locate a portion or portions of the Easement Area to which the use and benefit of said easement shall be restricted, and Grantor from time to time may increase, decrease, alter or re-arrange such portion or portions of the Easement Area to which the use and benefit of said easement shall be restricted, upon reasonable prior written notice to Grantee, so long as Grantee continuously and at all times shall have the uninterrupted use and benefit, over, upon and across the Easement Area, of a contiguous, unobstructed and reasonably direct route, not less than 20 feet wide at any place, suitable for commercial vehicular driveway use, which provides reasonably convenient ingress and egress and access to Grantee's property to and from Ninth Street.

Grantor may terminate said easement at such time, if at all, that Grantee obtains ingress and egress and access to Grantee's property to and from Hinth Street directly. In such event, if at all, Grantee shall cooperate reasonably with Grantor (but at no cost or expense to Grantee) to evidence such termination of record However, nothing in this instrument or otherwise imposes upon Grantee any duty to obtain or to attempt to obtain or to incur any cost or expense to obtain or attempt to obtain at any time direct ingress and egress and access to Grantee's property to and from Ninth Street.

Nothing in this instrument is intended or shall be construed to amend, impair or otherwise affect any rights or obligations under that certain unrecorded Lease Agreement entered into September 8, 1960, by and between Frank Hirshfield & Son, Inc., predecessor in interest of Grantor, and Cafe Di Napoli Co., now known as Cafe Di Napoli, Inc., as amended as of the date hereof, covering certain of the real property which is the subject of this instrument.

IN WITNESS WHEREOF, Hirshfield's, Inc. and Cafe Di Napoli, Inc. have caused this instrument to be executed at Minneapolis, Minnesota, on the date first written above.

HIRSEFIELD'S, INC., a Minnesota corporation

By <u>{/</u> [ts

CAFE DI NAPOLI, INC., a Minnesota corporation

By Joseph Grayer

STATE OF MINNESOTA)

(COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2/2/day of Annals. 1993, by Front Health as Weeff public officer of Hirshfield's, Inc., a Minnesota corporation.

Notary Public

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

KAREN K WEBER
HOTARY PUBLIC MINNESOTA
ANDKA COUNTY
MY Commission Expires May 17 1997

The foregoing instrument was acknowledged before me this last day of December 1993, by Joseph Amount as Justine of Cafe Di Napoli, Inc., a Minnesota corporation.

Notary Public

This instrument was drafted by:

McGrann Shea Franzen Carnival Straughn & Lamb, Chartered 2200 LaSalle Plaza 800 LaSalle Avenue Minneapolis, MN 55402-2041 KAREN K WEBER

MOTARY PUBLIC-MINNESOTA

ANOKA COUNTY

My Commission Expires Mer. 17, 1997

23 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

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EXHIBIT A

Commencing at the point of intersection of the Northwesterly line of Hennepin Avenue with the dividing line between Lots 7 and 8, in Block 6, Wells, Sampson & Bell's Addition to Minneapolis; thence Northeasterly along the Northwesterly line of said Hennepin Avenue a distance of 50 feet to an intersection with the dividing line between Lots 8 and 9, in said Block 6, thence Northwesterly along the dividing line between Lots 8 and 9, and same extended a distance of 116 feet to a point on Lot 5 of Block 6, Hoag & Bell's Addition to Minneapolis; thence Southwesterly parallel with the Northwesterly line of Hennepin Avenue, 8 feet to an intersection with a line drawn parallel with and 19.68 feet North of the South line of said Lot 5 in Block 6, Hoag & Bell's Addition to Minneapolis, thence Westerly parallel with the South line of said Lot 5 a distance of 85.7 feet more or less to the Easterly line of Ninth Street; thence South along the Easterly line of Ninth Street 19.68 feet to the Southwest corner of Lot 5, Block 6, Hoag & Bell's Addition to Minneapolis; thence East along the South line of said Lot 5 to its intersection with the dividing line between Lots 7 and 8 in Block 6, Wells, Sampson & Bell's Addition to Minneapolis; thence Southeasterly along said dividing line to the point of beginning.

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EXHIBIT B

Commencing at a point in the extension of the dividing line between Lots 8 and 9 in Block 6, Wells, Sampson & Bell's Addition to Minneapolis, distant 116 feet Northwesterly, measured along said dividing line and same extended, from its intersection with the Northwesterly line of Hennepin Avenue; thence Southeasterly along said dividing line between Lots 8 and 9 and same extended, a distance of 116 feet to the Northwesterly line of said Hennepin Avenue; thence Northeasterly along the Northwesterly line of Hennepin Avenue a distance of 50 feet to its intersection with the dividing line between Lots 9 and 10 in said Block 6, Wells, Sampson & Bell's Addition to Minneapolis; thence Northwesterly along the dividing line between Lots 9 and 10 and same extended, a distance of 116 feet; thence Southwesterly parallel with the Northwesterly line of Hennepin Avenue 11.9 feet, more or less, to a point in the North line of Lot 5, Block 6, Hoag & Bell's Addition to Minneapolis; thence Westerly along the North line of said Lot 5 to the Easterly line of Ninth Street; thence South along the Easterly line of said Ninth Street to a point 19.68 feet North of the Southwest corner of said Lot 5, Block 6, Hoag & Bell's Addition to Minneapolis; thence Easterly parallel with the South line of said Lot 5 to an intersection with a line drawn Southwesterly from the point of beginning and parallel with the Northwesterly line of Hennepin Avenue; thence Northeasterly parallel with said Hennepin Avenue eight feet to the point of beginning.

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